

UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF MISSOURI
EASTERN DIVISION

In re: **Tunwana Faye Wells**

SSN: XXX-XX-4798

Debtor(s)

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Case No.

Chapter 13

Hearing Date:

Hearing Time:

Hearing Loc:

CHAPTER 13 PLAN

1.1	A limit on the dollar amount of a secured claim, which may result in a partial payment or no payment at all to the secured creditor.	<u> </u> Included <u> X </u> Not Included
1.2	Avoidance of a judicial lien or nonpossessory, nonpurchase-money security interest.	<u> </u> Included <u> X </u> Not Included
1.3	Nonstandard provisions set out in Part 5.	<u> </u> Included <u> X </u> Not Included

Part 1. NOTICES

TO DEBTORS: This form sets out options that may be appropriate in some cases, but the presence of an option does not indicate that the option is appropriate in your circumstances or that it is permissible in the Eastern District of Missouri. **Plans that do not comply with local rules and judicial rulings may not be confirmable.**

TO CREDITORS: Your rights may be affected by this plan. Your claim may be reduced, modified, or eliminated. You should read this plan carefully and discuss it with your attorney, if you have one in this bankruptcy case. If you do not have an attorney, you may wish to consult one. If you oppose the plan's treatment, you or your attorney must file an objection to confirmation in accordance with the Eastern District of Missouri Local Bankruptcy Rule 3015. The Bankruptcy Court may confirm this plan without further notice if no objection to confirmation is filed. **YOU MUST FILE A TIMELY PROOF OF CLAIM IN ORDER TO PARTICIPATE IN DISBURSEMENTS PROPOSED IN THE PLAN. CLAIMS SHALL SHARE ONLY IN FUNDS DISBURSED AFTER THE CHAPTER 13 TRUSTEE RECEIVES THE CLAIM.**

Part 2. PLAN PAYMENTS AND LENGTH OF PLAN

2.1 Plan Payments. Debtor is to make regular payments to the Chapter 13 Trustee as follows: (complete one of the following payment options)

(A) \$150.00 per month for 60 months.

(B) \$_____ per month for _____ months, then \$_____ per month for _____ months, then \$_____ per month for _____ months.

(C) A total of \$_____ through _____, then \$_____ per month for _____ months beginning with the payment due in _____, 20_____.

2.2 **Tax Refunds.** Within fourteen days after filing federal and state income tax returns, Debtor shall provide the Chapter 13 Trustee with a copy of each return required to be filed during the life of the plan. The Debtor shall send any tax refund received during the pendency of the Chapter 13 case to the Trustee; however, Debtor may retain a portion of a tax refund to pay income taxes owed to any taxing authority for the same period as the refund. Debtor may also retain \$1,250 for single filers or \$1,500 for joint filers and refundable tax credits consisting of Earned Income Credit (EIC) and Additional Child Tax Credit, each year.

2.3 **Additional Lump Sums.** Debtor shall send additional lump sum(s) consisting of _____, if any, to be paid to the Trustee.

Part 3. DISBURSEMENTS

Creditors shall be paid in the following order and in the following fashion. Unless stated otherwise, the Chapter 13 Trustee will make the payments to creditors. All disbursements by the Trustee will be made pro-rata by class, except per month disbursements described below. However, if there are funds available after payment of equal monthly payments in paragraph 3.5 and fees in paragraph 3.6, those funds may be distributed again to those same paragraphs until paid in full before distributing to the next highest paragraphs:

3.1 **Trustee.** Pay Trustee a percentage fee as allowed by law.

3.2 **Executory Contract/Lease Arrearages.** Trustee will cure pre-petition arrearage on any executory contract accepted in paragraphs 3.3(A) or (B) over the following period, estimated as follows:

CREDITOR NAME	TOTAL AMOUNT DUE	CURE PERIOD (6 months or less)
		6 months

3.3 **Pay the following sub-paragraphs concurrently:**

(A) **Post-petition real property lease payments.** Debtor assumes executory contract for real property with the following creditor(s) and proposes to maintain payments (which the Debtor shall pay) in accordance with terms of the original contract as follows:

CREDITOR NAME	MONTHLY PAYMENT
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(B) **Post-petition personal property lease payments.** Debtor assumes executory contract for personal property with the following creditor(s) and proposes to maintain payments (which the Trustee shall pay) in accordance with terms of the original contract as follows:

CREDITOR NAME	MONTHLY PAYMENT	EST MONTHS REMAINING
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(C) **Continuing Debt Payments (including post-petition mortgage payments on real estate, other than Debtor's residence.)** Maintain payments of the following continuing debt(s) in accordance with terms of the original contract with any arrearages owed at the time of filing to be cured in paragraph 3.5(A). Trustee shall make payments in the amount listed below or as adjusted by the creditor under terms of the loan agreement.

CREDITOR NAME	MONTHLY PAYMENT
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(D) **Post-petition mortgage payments on Debtor's residence.** Payments due post-filing on debt(s) secured by lien(s) on Debtor(s) residence shall be paid at the monthly amount listed below (or as adjusted by creditor under terms of loan agreement) to:

CREDITOR NAME	MONTHLY PAYMENT	BY DEBTOR/TRUSTEE
		Debtor

(E) **DSO Claims in equal installments.** Pay pre-petition domestic support obligation arrears (not provided for elsewhere in the plan) in full in equal monthly installments over the life of the plan, estimated as:

CREDITOR NAME	TOTAL AMOUNT DUE	INTEREST RATE
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3.4 **Attorney Fees.** Pay Debtor's attorney **\$0.00** in equal monthly payments over **18** months (no less than 18 months). Any additional fees allowed by the Court shall be paid pursuant to paragraph 3.6 below. [See procedures manual for limitations on use of this paragraph]

3.5 **Pay the following sub-paragraphs concurrently:**

(A) **Pre-petition arrears on secured claims paid in paragraph 3.3.** Pay pre-petition arrearage on debts paid under paragraphs 3.3(C) or (D) in equal monthly installments over the period set forth below and with the interest rate identified below, estimated as follows:

CREDITOR NAME	TOTAL AMOUNT DUE	CURE PERIOD	INTEREST RATE
		48 months	0.00%

(B) **Secured claims to be paid in full.** The following claims shall be paid in full in equal monthly payments over the period set forth below with **7.00%** interest:

CREDITOR	EST BALANCE DUE	REPAY PERIOD	TOTAL w/ INTEREST
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(C) **Secured claims subject to modification.** Pay all other secured claims the fair market value of the collateral, as of the date the petition was filed, in equal monthly payments over the period set forth below with **7.00%** interest and with any balance of the debt to be paid as non-priority unsecured debt under paragraph 3.9(A), estimated as set forth below. If no period is set forth below for a claim to be paid under this paragraph, the claim will be paid over the plan length.

CREDITOR	BALANCE DUE	FMV	REPAY PERIOD	TOTAL w/ INTEREST
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(D) **Co-debtor debt paid in equal monthly installments.** The following co-debtor claims(s) to be paid by Trustee or by the co-debtor as noted below. If paid by Trustee, such claim(s) shall be paid in equal monthly installments over the period and with interest as identified below:

CREDITOR	EST BALANCE	TRUSTEE/CO-DEBTOR	PERIOD	INTEREST RATE
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(E) **Post Petition Fees and Costs.** Pay any post-petition fees and costs as identified in a notice filed pursuant to Federal Rule of Bankruptcy Procedure 3002.1 as a supplement to an allowed claim or any other post-petition fees and costs which the Court allows and orders the Trustee to pay. Any such amounts shall be paid in equal monthly payments over the remainder of the plan duration and shall not receive interest.

3.6 **Additional Attorney Fees.** Pay **\$4,300.00** of Debtor's attorney's fees and any additional Debtor's attorney's fees allowed by the Court.

3.7 **Pay sub-paragraphs concurrently:**

(A) **Unsecured Co-debtor Guaranteed Claims.** The following unsecured co-debtor guaranteed debt to be paid by Trustee or by the co-debtor as noted below. If paid by Trustee, pay claim in full with interest rate as identified below:

CREDITOR NAME	EST TOTAL DUE	TRUSTEE/CO-DEBTOR	INTEREST RATE
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(B) **Assigned DSO Claims.** Domestic support obligation arrearages assigned to, or recoverable by, a governmental unit, will be paid a fixed amount with the balance to be owed by Debtor(s) after completion of the Plan, pursuant to §§ 507(a)(1)(B) and 1322(a)(4). Regular payments that become due after filing shall be paid **directly** by Debtor(s):

CREDITOR	TOTAL DUE	TOTAL AMOUNT PAID BY TRUSTEE
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3.8 **Priority Claims.** Pay priority claims allowed under § 507 that are not addressed elsewhere in the plan in full, estimated as follows:

CREDITOR NAME	TOTAL AMOUNT DUE
IRS	\$1,882.00
MO Dept. of Revenue	\$1,203.00

3.9 **Pay the following sub-paragraphs concurrently:**

(A) **General Unsecured Claims.** Pay non-priority, unsecured creditors. Estimated total owed: **\$30,936.25**. Amount required to be paid to non-priority unsecured creditors as determined by §1325(a)(4) hypothetical Chapter 7 liquidation calculation: **\$0.00**. Amount required to be paid to nonpriority unsecured creditors as determined by §1325(b) calculation: **\$0.00**. Debtor guarantees a minimum of **\$0.00** (Dollar amount or 100%) will be paid to non-priority unsecured creditors.

(B) **Surrender of Collateral.** Debtor proposes to surrender the following collateral to the following creditor(s). (Choose one).

- ☐ Any deficiency shall be paid as non-priority unsecured debt.
- ☐ The Trustee shall stop payment on the creditor's claim until such time as the creditor files an amended claim showing the secured and unsecured deficiency (if any) still owed after sale of the surrendered collateral.

CREDITOR	COLLATERAL
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(C) **Rejected Executory Contracts/Leases.** Debtor rejects the following executory contract(s) with the following creditor(s). Any balance will be paid as non-priority unsecured debt:

CREDITOR	CONTRACT/LEASE
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Part 4. OTHER STANDARD PLAN PROVISIONS

4.1 Absent a specific order of the Court to the contrary, the Chapter 13 Trustee, rather than the Debtor, will make all pre-confirmation disbursements pursuant to § 1326(a).

4.2 All creditors entitled to pre-confirmation disbursements, including lease creditors, must file a proof of claim to be entitled to receive payments from the Chapter 13 Trustee.

4.3 The proof of claim shall control the valuation of collateral and any valuation stated in the plan shall not be binding on the creditor.

4.4 The Trustee, in the Trustee's sole discretion, may determine to reserve funds for payment to any creditor secured by a mortgage on real estate pending filing of a claim.

4.5 Any post-petition claims filed and allowed under § 1305 may be paid through the plan.

4.6 Debtor is not to incur further credit or debt without the consent of the Court unless necessary for the protection of life, health or property and consent cannot be obtained readily.

4.7 All secured creditors shall retain the liens securing their claims until the earlier of the payment of the underlying debt determined under non-bankruptcy law or discharge under § 1328. However, Debtor will request avoidance of non-purchase money liens secured by consumer goods as well as judicial liens which impair exemptions and said creditors will not retain their liens if the court enters an order granting Debtor's request to avoid the liens.

4.8 Any pledged credit union shares or certificates of deposit held by any bank shall be applied to the amount owed such claimant.

Part 5. NONSTANDARD PLAN PROVISIONS

Under Bankruptcy Rule 3015(c), nonstandard provisions must be set forth below. A nonstandard provision is a provision not otherwise included in the Official Form or Local Form or deviating from it. Nonstandard provisions set out elsewhere in this plan are ineffective.

The following plan provisions will be effective only if there is a check in the box “included” in Part 1 of this Plan:

5.1

5.2

Part 6. VESTING OF PROPERTY OF THE ESTATE

6.1 Title to Debtor's property shall re-vest in Debtor(s) upon confirmation.

Part 7. CERTIFICATION

The debtor(s) and debtor(s) attorney, if any, certifies that the wording and order of the provisions in this Plan are identical to those contained in Official Local Form 13 of the Eastern District of Missouri, other than any Nonstandard Plan Provisions in Part 5.

DATE: 10/6/2019 DEBTOR: /s/ Tunwana Faye Wells

DATE: _____ DEBTOR: _____

DATE: 10/6/2019 ATTORNEY: /s/ Jack J Adams
JACK J. ADAMS #37791MO #37791
BRYAN T. VOSS #48029MO #48029
Attorney for Debtor
1 Mid Rivers Mall Drive, Ste. 200
St. Peters, Missouri 63376

CERTIFICATION OF SERVICE

I. I certify that a true and correct copy of the foregoing document was filed electronically on **October 10, 2019** with the United States Bankruptcy Court, and has been served on the parties in interest via e-mail by the Court's CM/ECF System as listed on the Court's Electronic Mail Notice List.

II. I certify that a true and correct copy of the foregoing document was filed electronically with the United States Bankruptcy Court, and has been served by Regular United States Mail Service, first class, postage fully pre-paid, address to those parties listed on the Court's Manual Notice List and listed below on **October 10, 2019**:

AAA Pain Management
PO Box
Maryland Heights, MO 63043

ADT
PO Box 371490
Pittsburgh, PA 15250

Advance Cash
10018 W. Florissant
Saint Louis, MO 63136

Aesthetic Medical
PO Box 23426
Saint Louis, MO 63156

Ardmore Finance
1015 Locust Suite 740
Saint Louis, MO 63101

Basepoint
3231 North Star Circle
Louisville, TN 37777

Capital One
PO Box 85520
Richmond, VA 23285

Capital One
26525 N. Riverwoods Blvd.
Lake Forest, IL 60045

Capital One
Attn: General Correspondence

PO Box 30285
Salt Lake City, UT 84130

Car Credit City LLC
12750 St Charles Rock Road
Bridgeton, MO 63044

Certegy Check Services
11601 Roosevelt Blvd. N
Saint Petersburg, FL 33716

Charter Communications
PO Box 790086
Saint Louis, MO 63179

Chase
2500 Westfield Dr.
Elgin, IL 60124

Chex Systems, Inc.
7805 Hudson Road
Suite 100
Saint Paul, MN 55125

Choice Recovery
1550 Old Henderson Rd. Ste. S100
Columbus, OH 43220

Christian Hospital
c/o Kramer & Frank
9300 Dielman Industrial Dr.
Suite 100
Saint Louis, MO 63132

Christian North East
11133 Dunn Road
Saint Louis, MO 63136

Christian North West
1225 Graham Road
Florissant, MO 63031

Christian Northeast Hospital
11133 Dunn Rd.
Saint Louis, MO 63136

City of St. Louis
Photo Enforcement Program
1520 Market St. #1120
Saint Louis, MO 63103

Club Fitness
c/o Consumer Collection Mgmt.
PO Box 1839
Maryland Heights, MO 63043

Consumer Collection Management
2333 Grissom Dr.
Saint Louis, MO 63146

CSAC
4101 Chippewa St.
Saint Louis, MO 63116

Dr. Michael Spezia
1078 Natural Bridge
Saint Louis, MO 63121

Dr. Peggy Taylor
9352 Olive Blvd.
Saint Louis, MO 63132

Enterprise Rent-A-Car
10144 Page Ave.
Saint Louis, MO 63132

Esse Health
PO Box 23340
Saint Louis, MO 63156

Esse Health
2175 Charbonier
Suite B
Florissant, MO 63031

Farmers Insurance
4409 Mirmc Bottom Road
Saint Louis, MO 63129

Fast Track Medical
2686 North Highway 67
Florissant, MO 63033

First Community CU
c/o Irwin James Frankel
9300 Dielman Industrial Dr.
Suite 100
Saint Louis, MO 63132

GEARB/JC Penney
PO Box 103104
Roswell, GA 30076

GEICO
1 Geico Company
Macon, GA 31296

HSBC/Tax
90 Christiana Rd.
New Castle, DE 19720

HSBC/Tax
PO Box 9068
Brandon, FL 33509

Internal Revenue Service
C/O Missouri Cases
PO Box 7317
Philadelphia, PA 19101

IRS
PO Box 21126
Philadelphia, PA 19114

Kay Jewelers
375 Ghent Rd
Akron, OH 44333

Linebarger, Goggan, Blair
900 Arion Pkwy.
Suite 104
San Antonio, TX 78216

Med Business Bureau
PO Box 1219
Park Ridge, IL 60068

Medicredit Corp.
Three City Place Dr.
Suite 690
Saint Louis, MO 63141

Mercy Hospital
801 Hazelwood Drive
Hazelwood, MO 63042

Midnight Velvet
1112 7th Avenue
Monroe, WI 53566

Missouri Payday
11732 West Florissant
Florissant, MO 63033

Missouri Payday Loans
11732 W. Florissant Ave.
Florissant, MO 63033

Missouri Title Loan
12695 New Halls Ferry Road
Florissant, MO 63033

Neighbors Credit Union
6300 South Lindbergh Blvd
Saint Louis, MO 63123

Neighbors CU
c/o Transworld Systems, Inc.
507 Prudential Rd.
Horsham, PA 19044

Our Urgent Care
P.O. Box 271434
Salt Lake City, UT 84127

Pain Doctor
711 West 38th St.
Suite F-3
Austin, TX 78705

Pain Management
130 Chippenham Lane
Chesterfield, MO 63005

Pain Management
11155 Dunn Road
Saint Louis, MO 63136

Planet Cash
2660 North 67
Florissant, MO 63033

Portfolio Recovery Associates LLC
PO Box 41067
Norfolk, VA 23541

Prestige Financial
PO Box 26707
Salt Lake City, UT 84126

Progressive Finance
11629 South 700 East
Draper, UT 84020

Publishers Clearing House
PO Box 988
Harrisburg, PA 17108

Regions Bank
2000 West Clay Street
Saint Charles, MO 63301

Royal Financial Group, LLC
c/o William Francis Whealan, Jr.
11970 Borman Dr.
Suite 250
Saint Louis, MO 63146

SA Safe Auto
4 East Oval
Columbus, OH 43219

Santander Consumer USA Inc.
P.O. Box 961245
Fort Worth, TX 76161

Southwest Credit Systems
5910 W. Plano Pkwy.
Suite 10
Plano, TX 75093

Spanish Cove Apartments
1708 San Remos Court
Saint Louis, MO 63138

Spanish Cove Apartments
2012 Business Center
Saint Louis, MO 63138

Speedy Cash
8400 East 32nd St. N
Wichita, KS 67226

SSM Medical Group
3221 Mckinney
Bridgeton, MO 63044

St. Louis Patient Business Services
1145 Corporate Lake Dr.
Saint Louis, MO 63132

St. Louis Prosecuting Attorney
100 South Central Ave
2nd Floor
Saint Louis, MO 63105

State Farm Insurance
PO Box 44110
Jacksonville, FL 32231

Telecheck Bankruptcy Dept.
5251 West Heimier
Houston, TX 77056

Texas Dept. of Human Services
2711 Little York Rd.
Houston, TX 77093

Texas Dept. of State Health Services
PO Box 149347
Austin, TX 78714

Title Lender
11732 W. Florissant
Florissant, MO 63033

US Bank
7th E. Washington St.
Saint Louis, MO 63101

Verizon
500 Technology Dr.
Suite 550
Saint Louis, MO 63101

West County Sports & Rehab
555 New Ballas Rd.
Suite 225
Saint Louis, MO 63141

/s/ Ryan J. Brown
Ryan J. Brown, Paralegal